


<b>REQUEST FOR QUOTATION</b> (This is NOT an Order)		This RFQ <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a small business set-aside		Page 1 Of 24
<b>1. Request No.</b> DAAE20-98-T-0108	<b>2. Date Issued</b> 08APR1998	<b>3. Requisition/Purchase Request No.</b> See Section II	<b>4. Cert For Nat Def. Under BDSA</b> Reg. 2 and/or DMS Reg. 1 	<b>Rating</b> DOA5
<b>5A. Issued By</b> ACALA AMSTA-AC-PCR-B ROCK ISLAND IL 61299-7630  EMAIL: AHEMMEN@RIA-EMH2.ARMY.MIL			<b>6. Deliver by (Date)</b> See Section II	
			<b>7. Delivery</b> <input type="checkbox"/> <b>FOB Destination</b> <input checked="" type="checkbox"/> <b>Other</b> (See Section II)	
<b>5B. For Information Call: (Name and telephone no.) (No collect calls)</b> ADRIA HEMMEN (309) 782-3238				
<b>8. To: Name and Address, Including Zip Code</b>			<b>9. Destination (Consignee and address, including Zip Code)</b>  See Section II	
<b>10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)</b>		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. Schedule (Include applicable Federal, State, and local taxes)					
Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Section II)				

12. Discount For Prompt Payment	a. 10 Calendar Days	b. 20 Calendar Days	c. 30 Calendar Days	d. Calendar Days	
	%	%	%	Number	Percentage

NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. Name and Address of Quoter (Street, City, County, State and Zip Code)		14. Signature of Person Authorized to Sign Quotation		15. Date of Quotation	
		16. Signer			
		a. Name (Type or Print)		b. Telephone	
		c. Title (Type or Print)		Area Code	
				Number	

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-98-T-0108      <b>MOD/AMD</b></p>	<p align="center"><b>Page 2 of 24</b></p>
---	--	---

**Name of Offeror or Contractor:**

SECTION I - COVER SHEET/SUPPLEMENTAL INFORMATION

NARRATIVE I-1

The ability to view and download Acala solicitation information is now available through the Acala Acquisition Information System (AAIS). In addition to the view/download capability, the vendor may electronically order bid sets; i.e., hard copy solicitation, aperature cards, and attachments. Procurement history can also be obtained through the AAIS 24 hour a day utilizing a 9600 baud modem set to dial (309) 782-7648. Once connected, enter 'aais' at the 'login' prompt. If electronic means is not possible, history will still be provided telephonically at (309) 782-8094 on a limited basis.

END OF NARRATIVE I-1

NARRATIVE I-2

'AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.'

END OF NARRATIVE I-2

NARRATIVE I-3

REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.

DATAFAX NUMBER IS 309-782-6346.

REQUEST YOU FILL OUT CLAUSES KF7019, KF7020, KF7036 AND KF6006.

PLEASE PROVIDE YOUR CEC# AND TAXPAYER ID CODE:

PLEASE PROVIDE YOUR CAGE OR FSCM CODE \_\_\_\_\_.

FOR PREVIOUS HISTORY CALL 309-782-8094 BETWEEN THE HOURS OF 9:00 - 11:00 A.M. AND 1:00 - 3:00 P.M. CENTRAL TIME.

END OF NARRATIVE I-3

NARRATIVE I-4

DIRECT VENDOR DELIVERY (DVD)

'IN ACCORDANCE WITH THE CHANGES CLAUSE THE CONTRACTOR MAY BE CALLED UPON TO UTILIZE DVD TO SATISFY URGENT OR BACKORDER SITUATIONS. IN SUCH INSTANCES THE CONTRACTOR MAY BE DIRECTED TO USE BEST COMMERCIAL PACKAGING. THE CONTRACTOR MAY ALSO BE CALLED UPON TO USE ITS BEST EFFORTS TO ACCOMPLISH SHIPMENT WITHIN 24 HOURS. ELECTRONIC MAIL WILL BE UTILIZED FOR ALL ASPECTS OF DVD. PLEASE PROVIDE YOUR POC AND E-MAIL ADDRESS FOR THIS EFFORT.'

END OF NARRATIVE I-4

NARRATIVE I-5

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-98-T-0108      <b>MOD/AMD</b></p>	<p align="right"><b>Page</b> 3 <b>of</b> 24</p>
---	--	---

**Name of Offeror or Contractor:**

' 'THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.' '

END OF NARRATIVE I-5

NARRATIVE I-6

AMC-LEVEL PROTEST PROGRAM

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http:// amc.citi.net/amc/cc/protest.html](http://amc.citi.net/amc/cc/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

END OF NARRATIVE I-6

NARRATIVE I-7

' 'THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ARMAMENT AND CHEMICAL ACQUISITION AND LOGISTICS ACTIVITY (ACALA) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2.

THE (CP) 2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.' '

END OF NARRATIVE I-7

NARRATIVE I-8

REQUIRED USE OF ELECTRONIC DATA INTERCHANGE

(a) WITHIN 90 CALENDAR DAYS AFTER THE AWARD OF ANY CONTRACT RESULTING FROM THIS SOLICITATION, THE GOVERNMENT INTENDS TO COMMENCE ISSUING DELIVERY ORDERS ELECTRONICALLY TO THE CONTRACTOR USING VIA THE ELECTRONIC DATA INTERCHANGE (EDI) FEDERAL ACQUISITION NETWORK (FACNET). VERSION 3050 OF STANDARD X12 FROM THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) WILL BE USED AS THE FORMAT FOR THESE ELECTRONIC TRANSACTIONS.

(b) TO BE ELIGIBLE TO RECEIVE AN AWARD UNDER THIS SOLICITATION, THE SUCCESSFULL OFFEROR MUST AGREE TO REGISTER WITH THE DEPARTMENT OF DEFENSE (DOD) CENTRAL CONTRACTOR REGISTRY (CCR) AND TO (i) BECOME DOD CERTIFIED AS A VALUE ADDED NETWORK (VAN), OR

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAE20-98-T-0108      <b>MOD/AMD</b></p>	<p><b>Page 4 of 24</b></p>
----------------------------------	--	----------------------------

**Name of Offeror or Contractor:**

TO (ii) SUBCONTRACT WITH A DOD CERTIFIED VAN OR VALUE ADDED SERVICE (VAS) PROVIDER.

(c) BY SUBMISSION OF AN OFFER IN RESPONSE TO THIS SOLICITATION, THE OFFEROR ACKNOWLEDGES AND ACCEPTS THE FOREGOING REQUIREMENTS. FAILURE TO COMPLY WITH THIS REQUIREMENT WITHIN THE TIME SPECIFIED CONSTITUTES DEFAULT WITHIN THE MEANING OF THE ''TERMINATION FOR DEFAULT'' CLAUSE OF THIS CONTRACT AND MAY RESULT IN TERMINATION UNDER THE TERMS THEREOF.

(d) THE REGISTRATION PROCESS MAY BE DONE ELECTRONICALLY AT THE WORLD WIDE WEB (WWW) SITE: [http:// www.acq.osd.mil/ec/](http://www.acq.osd.mil/ec/). THE SELF-CERTIFICATION OR SUBCONTRACTED VAN/VAS CERTIFICATION MUST BE TO THE VERSION 3050 OF THE 850 TRANSACTION SET (PURCHASE ORDER.)

(e) REGISTRATION AND CERTIFICATION INFORMATION MUST BE FURNISHED TO THE CONTRACTING OFFICER WITHIN 60 CALENDAR DAYS AFTER AWARD TO COMPLETE NETWORKING REQUIREMENTS WITHIN THE GOVERNMENT.

(f) ALL REQUIRED INFRASTRUCTURE FOR EDI AND FACNET MUST IN PLACE AND OPERATIONAL WITHIN 90 CALENDAR DAYS AFTER AWARD OF ANY CONTRACT RESULTING FROM THIS SOLICITATION.

(g) THE GOVERNMENT RESERVES THE RIGHT TO ISSUE DELIVERY ORDERS ELECTRONICALLY OR VIA PRINTED FORMAT AT IT'S SOLE DISCRETION.

(h) ADDITIONAL INFORMATION ON THE ABOVE REQUIREMENTS CAN BE FOUND AT THE FOLLOWING WWW SITE: <http://www-acala.ria.army.mil/ACALA/AAIS/AAIS.htm>.

(i) CONTRACTORS ARE ENCOURAGED TO USE THE GOVERNMENT FUNDED ELECTRONIC COMMERCE REGIONAL CENTERS TO IMPLEMENT EDI. INFORMATION ON ECRC IS ALSO AT THE ABOVE (h) SITE.

END OF NARRATIVE I-8

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION II - ACQUISITION DESCRIPTION  Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV  NOUN: PUSH ROD, SEAR FSCM: 19200 PART NR: 12524165 SECURITY CLASS: Unclassified  NSN: 1005-01-203-7818  Contractors are also directed to refer to Section IV of this solicitation for Packaging and Marking Requirements.  (End of narrative D001)  Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin  Deliveries or Performance DOC                          SUPPL REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD 001 DEL REL CD         QUANTITY         DAYS AFTER AWARD 001                      49                      0150  FOB POINT: Destination  SHIP TO: FREIGHT ADDRESS (W25G1U)    XU TRANSPORTATION OFFICER DEFENSE DIST DEPOT SUSQUEHANNA NEW CUMBERLAND PA 17070-5001	49	EA	\$ _____	\$ _____
0001AB	PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV  NOUN: PUSH ROD, SEAR FSCM: 19200 PART NR: 12524165 SECURITY CLASS: Unclassified  Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin  Deliveries or Performance DOC                          SUPPL REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD 001 DEL REL CD         QUANTITY         DAYS AFTER AWARD 001                      81                      0150	81	EA	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-T-0108 MOD/AMD	Page 6 of 24
--------------------	---	--------------

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W45G19) TRANS OFF RED RIVER ARMY DEPOT TEXARKANA TX 75507-5000</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NOUN: PUSH ROD, SEAR FSCM: 19200 PART NR: 12524165 SECURITY CLASS: Unclassified</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 21 0150</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (W62G2T) XU DEFENSE DISTRIBUTION REGION WEST DISTRIBUTION DEPOT SAN JOAQUIN TRANS OFC BLDG 330 CRP LATHROP CA 95330-0130</p>	21	EA	\$ _____	\$ _____
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>DATA ITEM</u> NOUN: DD FORM 1423 SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 24
	PIIN/SIIN DAAE20-98-T-0108	MOD/AMD	

**Name of Offeror or Contractor:**

SECTION IV - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	01-SEP-1990
2	52.211-5	NEW MATERIAL	01-OCT-1997
3	52.222-26	EQUAL OPPORTUNITY	01-APR-1984
4	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	01-APR-1984
5	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	01-MAY-1992
6	52.225-3	DELETED MAR 98 - REPLACED BY IA0732 -- BUY AMERICAN ACT - SUPPLIES	01-JAN-1989
7	52.232-1	PAYMENTS	01-APR-1984
8	52.232-11	EXTRAS	01-APR-1984
9	52.232-25	PROMPT PAYMENT	01-JUN-1997
10	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	01-AUG-1996
11	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	01-MAY-1997
12	52.233-3	PROTEST AFTER AWARD	01-OCT-1995
13	52.242-17	GOVERNMENT DELAY OF WORK	01-APR-1984
14	52.243-1	CHANGES - FIXED PRICE	01-AUG-1987
15	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	01-APR-1984
16	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	01-AUG-1996
17	52.247-34	F.O.B. DESTINATION	01-JAN-1991
18	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	01-JUL-1995
19	52.253-1	COMPUTER GENERATED FORMS	01-JAN-1991
20	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	01-APR-1992
	DFARS		
21	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES	01-JAN-1997
	DFARS		
22	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	01-JUN-1997
	DFARS		
23	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	01-JUN-1997
	DFARS		
24	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	01-AUG-1992
	DFARS		
25	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	01-DEC-1991
	DFARS		
26	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	01-DEC-1991
	DFARS		
27	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)	01-APR-1984

(a) Definition. 'Contract date,' as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with the specification titled ANSI/ISO/ASQC Q9002 OR EQUIVALENT, in effect on the contract date, which is hereby incorporated into this contract.

(EF6001)

28	(52.246-4500 ACALA)	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	01-MAR-1988
----	------------------------	---	-------------

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Director  
Armament and Chemical Acquisition and Logistics Activity

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-T-0108 MOD/AMD	Page 8 of 24
--------------------	---	--------------

Name of Offeror or Contractor:

ATTN: AMSTA-A-PCR-B/KRISTAN A. REED  
Rock Island, IL 61299-7630

2. FMS/MAP copies:

N/A

(End of clause)

(HS6502)

29	52.210-4501 ACALA	DRAWINGS/SPECIFICATION	01-MAR-1988
----	----------------------	------------------------	-------------

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 12524165 with revisions in effect as of 25 AUG 93 (except as follows):

SEE SECTION J, CONTRACT C WORKSHEET

(CS6100)

30	52.211-4502 ACALA	PACKAGING REQUIREMENTS	01-SEP-1997
----	----------------------	------------------------	-------------

(a) Packaging shall be in accordance with ASTM D 3951, revision 95, dated July 15, 1995. The unit package quantity shall be 010. Marking shall be in accordance with MIL-STD-129 ''Standard Practice for Military Packaging,'' revision N, dated 15 MAY 97. Bar code requirements apply.

EXCEPTION: NONE

(End of clause)

(DS6404)

31	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	01-OCT-1997
----	----------	---	-------------

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

32	52.233-1	DISPUTES	01-OCT-1995
----	----------	----------	-------------



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-98-T-0108 <b>MOD/AMD</b>	<b>Page</b> 9 <b>of</b> 24
<b>Name of Offeror or Contractor:</b>		

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613)

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) ''Claim,'' as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim--

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using--

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: ''I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.''

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision with 60 days of the request. For Contractor-certified claims or \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-98-T-0108 <b>MOD/AMD</b>	<b>Page 10 of 24</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

(IF7249)

33	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	01-OCT-1995
----	----------	---	-------------

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

34	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	01-APR-1984
----	----------	----------------------------------	-------------

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)  
(IF7016)

35	0710	`	
----	------	---	--

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAE20-98-T-0108      <b>MOD/AMD</b></p>	<p><b>Page 11 of 24</b></p>
----------------------------------	--	-----------------------------

**Name of Offeror or Contractor:**

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

36            0710            `

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

37            0710            '

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(IA7001)

38            252.211-7005      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS      01-AUG-1997  
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and Military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation.

(c) An offeror proposing to use an SPI process shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted, and the specific paragraph or other location in the solicitation where the military or Federal specification or standard is required;

(2) Provide a copy of the Department of Defense acceptance of the SPI process;

(3) Identify each facility at which the offeror propoesses to use the specific SPI process; and

(4) Unless provided in response to paragraph (c)(2) of this clause, provide the name and telephone number of the cognizant Administrative Contracting Officer for each facility where the SPI process is proposed for use.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-98-T-0108 <b>MOD/AMD</b>	<b>Page 12 of 24</b>
---------------------------	---	----------------------

**Name of Offeror or Contractor:** \_\_\_\_\_

(d) Absent a determination at the head of the contracting activity or program executive officer level that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item and Subline Item Number and Requirement Citation: \_\_\_\_\_

\_\_\_\_\_

Cognizant Administrative

Contracting Officer: \_\_\_\_\_

(End of clause)  
(IA7008)

39                      2880                      .

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

40                      HQ, DA                      NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES                      01-JUL-1993

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

41                      1.602-2(93)                      AVAILABILITY OF FUNDS  
AFARS

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-T-0108 MOD/AMD	Page 13 of 24
Name of Offeror or Contractor:		

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(HD7006)

42	52-201-4501	NOTICE ABOUT ACALA OMBUDSMAN	01-NOV-1995
----	-------------	------------------------------	-------------

a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.

b. If you think that this solicitation:

- has inappropriate requirements; or
- needs streamlining; or
- should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army ACALA  
 AMSTA-AC-AP (OMBUDSMAN)  
 Rock Island IL 61299-7630  
 Toll Free: 1-888-782-6621 or Commercial: (309) 782-6621  
 Electronic Mail Address: AMSTA-AC-AP@ria-emh2.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- ACALA solicitation number;
- Name of PCO;
- Problem description;
- Summary of your discussions with the buyer/PCO.

(End of clause)

AS7006

43	52.211-4503 ACALA	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	01-DEC-1997
----	----------------------	---	-------------

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

**Name of Offeror or Contractor:**

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this soliciltation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

(End of clause)

(AS7008)

44	52.232-4503	CONTRACTOR'S REMITTANCE ADDRESS	01-AUG-1994
	ACALA		

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name\_\_\_\_\_

Address\_\_\_\_\_

City & State\_\_\_\_\_

(End of Clause)

(GS7015)

45	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	01-MAY-1994
	ACALA		

- a. Rework and Repair are defined as follows:
- (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-98-T-0108 <b>MOD/AMD</b>	<b>Page 15 of 24</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

46	52.246-4531	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	01-OCT-1996
	ACALA		

a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ISO 10012-1.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C (Description/Specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as "Minor" require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as "Critical, Special, or Major" shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

e. Resubmission of AIE design documentation for approval on a follow-on contract is not required provided inspection characteristic parameter(s) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of Clause)

(ES7015)

47	52.246-4540	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2 CLAUSE	01-MAR-1997
----	-------------	---	-------------

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-98-T-0108 <b>MOD/AMD</b>	<b>Page 16 of 24</b>
<b>Name of Offeror or Contractor:</b>		

- a. The (CP)2 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2 program, please contact the Contracting Officer.
- b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2 certification process.
- c. You may provide the following information relative to (CP)2 certification:
- (1) \_\_\_\_\_NOT CERTIFIED
- (2) \_\_\_\_\_CERTIFIED
- (i) \_\_\_\_\_DATE OF CERTIFICATION
- (ii) \_\_\_\_\_CERTIFYING ACTIVITY
- d. For Contractor facilities currently certified under the (CP)2 program, the following shall apply:
- (1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Statistical Process Control (SPC) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical or 'special.'
- (2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the 'Acceptance Inspection Equipment (AIE)' clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for 'critical' or 'special' characteristics or parameters.
- (3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.
- e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2 agreement between the Government and the Contractor.

End of Clause

(ES7016)

48	52.247-4545 ACALA	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	01-MAY-1993
----	----------------------	--	-------------

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-98-T-0108 <b>MOD/AMD</b>	<b>Page</b> 17 <b>of</b> 24
---------------------------	---	-----------------------------

**Name of Offeror or Contractor:**

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

Name of Offeror or Contractor:

SECTION V - PERFORMANCE REQUIREMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	DOCUMENT SUMMARY LIST		2PG	
Attachment 002	GUIDANCE ON CONTRACT DATA REQUIREMENTS LIST (CDRL)		2PG	
Attachment 003	CONTRACT C WORKSHEET	25-AUG-97	1PG	
Attachment 004	LIST OF ADDRESSES		1PG	
Attachment 005	ADDRESS CODE DISTRIBUTION FOR RFDS/RFWS		1PG	
Attachment 006	IOC FORM 715-3, FEB 96		2PG	
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423 WITH INSTRUCTIONS	20-JAN-97	3PG	

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-98-T-0108      MOD/AMD</p>	<p style="text-align: center;"><b>Page 19 of 24</b></p>
--	--	---

**Name of Offeror or Contractor:**

SECTION VI - OFFER EVALUATION/SUBMISSION INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-6	CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	01-DEC-1996
2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS)	01-JUN-1997
3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	01-JAN-1997

(a)(1) The standard industrial classification (SIC) code for this acquisition is 3484.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it\_\_\_\_\_is,\_\_\_\_\_is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block(b)(1) of this section.) The offeror represents as part of its offer that it\_\_\_\_\_ is,\_\_\_\_\_ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it\_\_\_\_\_is,\_\_\_\_\_is not a women-owned small business concern.

(c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-T-0108 MOD/AMD	Page 20 of 24
Name of Offeror or Contractor:		

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

End of provision

(KF6006)

452.233-2SERVICE OF PROTEST01-OCT-1995

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from CONTRACTING OFFICER, ACALA, ATTN: AMSTA-AC-PCR-B, ROCK ISLAND IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.
- (c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

End of Clause

(LF6254)

552.204-3TAXPAYER IDENTIFICATION01-JUN-1997

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status", as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the IRS to be used by the contractor in reporting income tax and other returns.

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- ( ) TIN: \_\_\_\_\_
- ( ) TIN has been applied for.
- ( ) TIN is not required because
  - ( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
  - ( ) Offeror is an agency or instrumentality of a foreign government;

**Name of Offeror or Contractor:**

- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
 ☐ Other. State basis. \_\_\_\_\_
- ☐ Corporate Status.

- ☐ Corporation providing medical and health care services or engaged in the billing and collecting of payments for such services;
 ☐ Other corporate entity;
 ☐ Not a corporate entity;
 ☐ Sole proprietorship
 ☐ Partnership
 ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

☐ Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
 ☐ Name and TIN of common parent:
 

Name: \_\_\_\_\_
 TIN: \_\_\_\_\_

(KF7043)

6

52.207-4

ECONOMIC PURCHASE QUANTITY - SUPPLIES

01-AUG-1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(KF7003)

7

52.215-4

TYPE OF BUSINESS ORGANIZATION

01-OCT-1997

The offeror or respondent, by checking the applicable box, represents that--

- ☐ It operates as,

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-98-T-0108 <b>MOD/AMD</b>	<b>Page 22 of 24</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:**

( ) an individual,  
 ( ) a partnership,  
 ( ) a nonprofit organization,  
 ( ) a joint venture, or  
 ( ) a corporation incorporated under the laws of the State of\_\_\_\_\_.

(b) If the offeror or respondent is a foreign entity, it operates as  
 ( ) an individual,  
 ( ) a partnership,  
 ( ) a nonprofit organization,  
 ( ) a joint venture, or  
 ( ) a corporation, registered for business in (country)\_\_\_\_\_.

(End of Provision)

(KF7022)

8                    52.222-22                    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS                    01-APR-1984

The offeror represents that -

?(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(KF7019)

9                    52.222-25                    AFFIRMATIVE ACTION COMPLIANCE                    01-APR-1984

The offeror represents that (a) it  
 ( ) has developed and has on file,  
 ( ) has not developed and does not have on file,  
 at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  
 ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(KF7020)

10                    52.252-5                    AUTHORIZED DEVIATIONS IN PROVISIONS                    01-APR-1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)  
 (LF7015)

Name of Offeror or Contractor:

11	252.225-7000 DFARS	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE	01-DEC-1991
----	-----------------------	--	-------------

- (a) Definitions.
- 'Domestic end product,' 'qualifying country,' 'qualifying country end product,' and 'nonqualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.
- (c) Certifications.
- (1) The Offeror certifies that--
- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

- (3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

(KA7702)

12 3100

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-98-T-0108 MOD/AMD	Page 24 of 24
--------------------	---	---------------

Name of Offeror or Contractor:

FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

13 3170

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.  
(LA7001)

14 3460

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.  
  
MA7001

15 52.215-4507 EVALUATION OF OFFERS 01-MAR-1988  
ACALA

An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)